

# RESOLUTION

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE AND SUBMIT SPONSOR APPLICATION TO PARTICIPATE IN THE UNITED STATES DEPARTMENT OF AGRICULTURE SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AND EXECUTE AN AGREEMENT WITH THE STATE DEPARTMENT OF EDUCATION FOR THE PROVISION OF SUMMER FUN FOOD SERVICE MEALS

WHEREAS, in accordance with Section 1-8.2, Revised Ordinances of Honolulu 1990, as amended, any intergovernmental agreement or amendment thereto which places an obligation on the City or any department or agency thereof shall require the prior consent and approval of the City Council; and

WHEREAS, the United States Department of Agriculture ("USDA") through the State Department of Education ("DOE") administers the Summer Food Service Program for Children ("SFSP"); and

WHEREAS, the SFSP provides funds to eligible organizations to serve nutritious meals and snacks, free of charge, to children at approved feeding sites, thereby ensuring that children living in areas with poor economic conditions will receive the same nutritional meals during the summer as they would during the regular school year under the National School Lunch and Breakfast Program; and

WHEREAS, organizations eligible to sponsor feeding sites include local, municipal and county entities such as the City; and

WHEREAS, the SFSP regulations require sponsors to provide meals through their own food service facilities or obtain meals from a school food service facility; and

WHEREAS, the DOE is willing to partner with the City in the SFSP by providing meals to the Department of Parks and Recreation ("DPR") at certain park sites; and

WHEREAS, DPR is willing to pay the DOE for meals provided for the Summer Fun Program between June 13, 2016, and July 15, 2016; now therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the DPR Director Designate be hereby authorized to:

No.	16-106
THE REAL PROPERTY.	

# RESOLUTION

- Execute and submit Sponsor Application for Participation in the USDA Summer Food Service Program in substantially the same form as the proposed application attached hereto as Exhibit "1" and by reference made a part of this Resolution; and
- Execute Government Agencies Agreement between the City and the DOE in substantially the same form as the proposed agreement attached hereto as Exhibit "2" and by reference made a part of this Resolution to implement the SFSP; and
- 3. Execute any incidental or related agreements and documents in furtherance of the above application and agreement and the City's participation in the SFSP, provided that such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FINALLY RESOLVED that the Clerk be and hereby is directed to transmit copies of this Resolution to the Mayor, 530 South King Street, 3<sup>rd</sup> Floor, Honolulu, Hawaii; the Director Designate of the Department of Parks and Recreation, 1000 Uluohia Street, Suite 309, Kapolei, Hawaii; the Superintendent of the State Department of Education, 1390 Miller Street, Honolulu, Hawaii; and any other affected agencies and parties.

[INTRODUCED BY: (br)

DATE OF INTRODUCTION:	
29	
APR 2 6 2016	
Honolulu, Hawaii	Councilmembers

DPR2016.SFSP-DOE.R16

**Financial Contact** 

#### EXHIBIT 1

**SFSP** Hawaii Department of Education Sponsor Application 2015-2016 Program Year City & County of Honolulu Dept of Parks & Rec Pending Submission (1704-3)Revision 0 D-U-N-S® Number 07-770-1647 J. Bottom of Form **Estimated Attendance Statistics** Total Sites: 24 Breakfast AM Snack Lunch PM Snack Supper 4545 0 0 0 **Sponsor Operation Information** Earliest Date of Operation: 6/13/2016 Total number of Operating Days: 520 Latest Date of Operation: 7/17/2016 **Mailing Address** Street Address (1) Addr1: 1000 Uluohia Street (6) Addr1: 1000 Uluohia Street (2) Addr2: Suite 309 (7) Addr2: Suite 309 (3) City: Kapolei (8) City: Kapolei 96707-2040 HI▼ 96707-2040 (4) State: (5) Zip Code: (9) State: HI (10) Zip Code: (11) County: Honolulu 🔽 (12) Island: Oahu Check here to copy Mailing Address to Street Address **Authorized Representative Food Program Contact** MI MI First Last First Last s S (13) Name: Ms. Sharon Tomita (21) Name: Ms. Sharon Tomita (14) Title: Recreation Specialist Recreation Specialist (22) Title: (15) E-mail: stomita@honolulu.gov (23) E-mail: stomita@honolulu.gov (16) Phone: (808) 768-3040 (17) Ext: (24) Phone: (808) 768-3040 (25) Ext: (18) Fax: (808) 768-3052 (26) Fax: (808) 768-3052 (19) Ext: (27) Ext: (20) Contact's Address: Mailing Address (28) Contact's Address: Mailing Address

Last

First

MI

(29)	Name:	Ms. Carla		Wo	ng		
(30)	Title:	Administrative Assistant					
(31)	E-mail:	cwong1@honolulu.gov					
(32)	Phone:	(808) 768-3036	(33)	Ext:			
(34)	Fax:	(808) 768-3052	(35)	Ext:			
(36)	Contact's	Address: Mailing Address	s 🔻				

#### General Information

(37) Sponsor Type: Public	
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1001	A 11 11 T	1	Court Authority	
(30)	Application 13	vne: I	Govt. Authority	•
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#### (39) O Non-Profit organization with tax exempt ruling documentation:

The Sponsor organization is a charitable organization organized and operated exclusively for tax-exempt purposes. The Sponsor organization or its central/parent organization has applied for and received tax exempt status under Internal Revenue Code section 501(c)(3).

(Submit a copy of the Sponsor organization's IRS tax exempt ruling or determination letter recognizing tax- exempt status under 501(c) (3) to HCNP. If the Sponsor organization is a subordinate organization under a central/parent organization and is included on a list of subordinate organizations in an IRS group ruling obtained by the central/parent organization, submit a copy of the parent organization's IRS group ruling documentation to HCNP.)

#### O Non-Profit Church organization:

The Sponsor organization is recognized as a church or an interchurch organization of a local unit of a churches, convention or associations of churches, or integrated auxiliaries of a church under the Internal Revenue Code section 501(c)(3) and is automatically tax exempt. Under IRC 501(c)(3) automatic taxexempt status, the Sponsor organization (church) is not required to apply to the IRS for tax exempt status.

(The Sponsor organization may submit an IRS tax exempt ruling or determination letter if the Sponsor organization or its central/parent organization has applied for and received IRS tax exempt status. If the Sponsor organization or its central/parent organization has not received an IRS tax exempt ruling or determination letter, submit Certification of Automatic Tax Exempt Status to HCNP)

#### C Non-Profit organization with less than \$5000 annual receipts:

The Sponsor organization is a charitable organization normally having annual gross receipts of not more than \$5,000 and is automatically tax exempt under Internal Revenue Code 501(c)(3). (Submit Certification of Automatic Tax Exempt Status to HCNP.)

#### Vendor/Food Service Management Company and Contract Information

If Sponsor contracts with a Vendor or Food Service Management Company (FSMC) for meals served at ANY of the Sponsor's sites, please complete information for each Vendor/FSMC the Sponsor contracts with.

(40-1) Vendor/Food Service Management Company 1:

Туре			
School/School District Vendo	r 👺		
Name (A)	Address (B)	City (C)	State (D) Zip (E)
DOE School Food Services	1106 Koko Head Avenue	Honolulu	HI <b>→</b> 96816
Contact Name (F)	Phone (G)	Phone Extension (H)	,

					·	
	Dexter Kish		(808) 733-9		]	
	Contract Beg	in Date (I)	Contract End Date (J)		Contract Amount (K)	
	6/1/2016		7/31/2016		300,0	000
	Add Lines	Click here to e	nter informatio	on for each additio	onal Vendor/FSMC th	e Sponsor contracts with
Adul	t Meal Prices Breakfas (A)	st AM	l Snack (B)	Lunch (C)	Supper	PM Snack
(41)		0.00	0.00	0.00	(D) 0.00	(E) 0.00
(42)	● Yes C N		, ,	de an ongoing, ye ould be served by	ar-round service of so the SFSP?	ome type
(43)	If Yes, describ	e the ongoing, y	ear-round ser	vice(s) provided:		
	Year-round	recreationa	l programs	•		
	Note: If (38) Appl	ication Type is Resid	lential Camp/Upw	vard Bound, no descrip	otion is required.	
•	12 YCC 47 (	•	nclude the folk the Program	owing topics:	n Requirements	h Program operationsSite Eligibility -Duties of a Monitor
A-13	3 Audit Compli	ance				
(45)	The Sponsor	organization's Fi	scal Year <b>Beg</b>	ins: July	(46) Ends: June	
(47)	● Yes C N	Sponsor orga	nization's last	*		ederal funds during the
Spor	nsor Monitoring	g and Staffing Pla	เท			
(48)	The Sponsor	will:				
•	Yes C No	Conduct all req	uired site visits	s and site reviews	J.	
•	Yes C No	Document all si	te visits and re	eviews.		
•	Yes C No	Implement a sy necessary.	stem for hand	ling monitor repor	ts and develop corre	ctive action when

•	Yes	C	No	S	chedule and	conduct follow	up reviews as neces	sary to ensure pro	ogram compliance.	
•	Yes	C	No	C	Complete all monitor review forms by answering all questions completely.					
•	Yes	C	No	m	anagement o	· · · · · · · · · · · · · · · · · · ·	and operational perso cluding adequate persoc4))			
							have equal opportuni wing methods:	ty to participate in	the SFSP, Public Servic	
	₽ B	roch	ur	es of	Program inf	ormation distri	buted at public location	ons	Local Newspaper	
	ГР	aid (	or f	ree a	advertiseme	nts in local new	/spapers		☐ Radio	
	₽ P	ersc	na	l cor	ntact with cor	nmunity group	s and/or parents		Television	
(50)	CY	es	•	No			to Summer Food Se ve USDA Foods?	rvice Programs. I	Does the Sponsoring	
(51)	CY	es	•	No	seriously de Child Nutriti	ficient in its op on Program?	ation ever been termine eration of the Summe xplanation regarding the c	er Food Service P	rogram or any other	
Adva	nces									
(52)	C Y	es	•	No	Does the	e applicant org	anization elect to rec	eive advance pay	ments?	
					i) is/are adva th(s) selecte Month	d: Operating	Requested	Administrative		
					(A)	Advance (B)	Amount (C)	Advance (D)	Amount (E)	
(53)	June	1 <sup>st</sup>							(=)	
(54)	July	15 <sup>th</sup>								
	Augu		5 <sup>th</sup>							
(56)	Gene	ral (	Cor	nme	nts:	·				
,				10 M LVW 4						

#### **Certification Statement**

The certification statement should only be checked after the form entry is complete and is ready to be submitted to the state for review. If the data is incomplete or the form has errors the certification check will not be saved. Editing the form after it has been certified will require the certification statement to be rechecked.

(57) The person submitting this application is authorized to submit the application on behalf of the Sponsor.

By submitting this application to the State Agency for approval, the Sponsor certifies that all information provided herein is true and accurate and that the Sponsor will directly operate the Program and accept final administrative and financial responsibility for all sites under its jurisdiction. In the operation of the Program, the Sponsor and all sites under its jurisdiction will comply with all provisions of 7CFR 225, 7CFR 15, 7CFR 15a, 7CFR 15b, 7CFR 250, 7CFR 3015-3019, 7CFR 3052 and meal patterns in 7CFR 226 for children less than 6 years of age when approved by HCNP. The Sponsor acknowledges deliberate that this information is being given in connection with the receipt of Federal funds and that misrepresentation may subject the Sponsor to prosecution under applicable State and Federal criminal statutes.

Created by: stomita Date Created: 3/23/2016

Certified by: Date Certified:

Modified by: stomita Date Modified: 4/19/2016

7 Top of Form

Submit Cancel

# GOVERNMENT AGENCIES AGREEMENT

For the Provision of Meal Service By the State of Hawaii, Department of Education

This Agreement, entered into and effective upon execution of this Agreement by all parties, is between the Department of Education, State of Hawaii, hereinafter called the "Contractor" and City and County of Honolulu, Department of Parks and Recreation located at 1000 Uluohia Street, Suite 309, Kapolei, Hawaii 96707 hereinafter called the "Agency." The parties to this Agreement agree that:

WHEREAS, the State of Hawaii, through the Contractor, is the State Department responsible for the administering of the Child Nutrition Programs for the U.S. Department of Agriculture, pursuant to the Child Nutrition Act (Public Law 95-627); and

WHEREAS, the Contractor is responsible to provide at least one-third of the daily nutritional requirements to students of all public schools participating in the Child Nutrition Programs; and

WHEREAS, the Contractor is authorized, by its Superintendent, to contract with the private non-profit organizations or government bodies which are eligible to participate in Child Nutrition Programs and Title III of the Older Americans Act; and

WHEREAS, the Agency desires to engage the Contractor to provide at least onethird the daily nutritional requirements to its participants and will compensate the Contractor for all meals provided in accordance with the schedule listed herein; and

WHEREAS, the Contractor has demonstrated capacity to provide at least onethird the daily nutritional requirements to its participants and is ready and willing to provide the required services; and the Agency will compensate the Contractor for all meals provided in accordance with the schedule listed herein;

NOW, THEREFORE, the parties mutually agree to the terms and special requirements as follows:

# A. Scope of Services

The Contractor shall, in a satisfactory and proper manner, and in accordance with the terms and conditions of this Agreement, provide and perform the following services as listed in Attachment A, which is attached hereto and made a part hereof.

### B. Special Requirements

The Agency shall, in a satisfactory and proper manner, and in accordance with the terms and conditions of this Agreement, adhere to the following requirements as listed in Attachment B, which is attached hereto and made a part hereof.

# C. Term of Agreement

This Agreement shall be in effect for the period from full execution by all parties to July 31, 2016, unless this Agreement is sooner terminated as hereinafter provided.

#### D. Observation of Laws

The Agency shall at all times herein observe and comply with all federal and state laws, ordinances, rules and regulations now or hereinafter made by any government authority, which laws, ordinances, rules and regulations in any manner apply to or affect the conduct of the work hereunder.

#### E. Force Majeure

The Contractor shall not be liable to the Agency should the Contractor be unable to provide meals to the Agency due to legal restrictions, labor disputes, strikes, boycotts, fire, acts of God, wars or any other reason including but not limited to mechanical breakdowns, beyond the control of the Contractor.

# F. Amendments in Writing

No amendments or other variation of this Agreement shall be valid unless in writing, signed by the duly authorized signatories of the parties hereto.

#### G. Notices

All notices, requests, demands and other communication hereunder shall be in writing and may be delivered personally to the Contractor or Agency and, in such event, the same shall be deemed given as of the date of delivery. Any such

notice, request, demand or other communication may be mailed, postage prepaid, and addressed as provided in the Agreement Face Sheet in which event, the same shall be deemed delivered 24 hours after mailing.

#### H. Waiver of Agreement

It is expressly understood and agreed that no waiver granted by either party on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or the right to enforce the same as to any other further violation.

### I. Number and Gender

As used herein, words in the singular or plural and related verbs and pronouns shall include and signify both the plural and singular, and use of any gender shall include all genders, according to the context hereof.

## J. Remedy for Default

Parties agrees that any remedy of either party herein for default of the other party shall be deemed to be cumulative with other remedies of either party and shall not impair any other right or remedy of either party hereunder.

# K. Termination of Agreement

If, for any cause, the Contractor fails to satisfactorily fulfill in a timely manner its obligations under this Agreement or if the Contractor breaches the terms or conditions of the Agreement, and the Contractor upon receipt of written notification by the Agency, fails to correct or cure any such default within ten (10) calendar days, ,the Agency shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination, ten (10) calendar days before the effective termination date.

Also, if, for any reason or cause, the Agency fails to fulfill its obligations as set forth in this Agreement, and the Agency fails to correct such defaults within ten (10) calendar days from receipt of written notice from the Contractor, the Contractor shall have the right to terminate this Agreement by giving written notice to the Agency of such termination ten (10) calendar days before the effective termination date. The Contractor shall be entitled to payment for all meals provided up to the effective date of termination, in the event of termination of the Agreement by the Contractor and the Agency.

# L. Work Hours and Safety Standards Act - Section 103

In complying with this Agreement, the Contractor must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation.

# M. <u>Clear Air Act, Clean Water Act, and Environmental Protection Agency Regulations</u>

In complying with this Agreement, the Contractor must comply with Section 306 of the Clean Air Act (42 USC Part 1857 (h)), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

# N. Equal Employment Opportunity

In complying with this Agreement, the Contractor must comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

#### O. Dispute

Upon identifying or discovering a dispute, the Agency or Contractor shall provide written notification to the other party of the dispute by close of business on the next business day.

The Agency and Contractor will make good faith attempts to resolve any disputes within two (2) business days.

The Contractor shall submit to the Superintendent of the Contractor, or her duly appointed representative (hereinafter referred to as "Superintendent") for decision, notice of any dispute arising from this Agreement that is not resolved by the Agency and Contractor within two (2) business days. The Contractor shall submit the notice to the Superintendent by close of business on the third business day after receipt of the original written notification of dispute by either party. A copy of the notice shall be provided to the Agency. Should the Contractor fail to timely submit the notice to the Superintendent, the Agency may submit the notice to the Superintendent by close of business on the sixth (6) business day after receipt of the original notification of dispute by either party.

The Agency and the Contractor shall have ten (10) calendar days from the date of the notice to the Superintendent to provide any and all documentation or information to the Superintendent for consideration. The decision of the Superintendent shall be provided to each party within fifteen (15) calendar days of receipt of the notice of the dispute from the Contractor or the Agency if the Contractor fails to provide the notice.

The decision of the Superintendent shall be final and binding. Pending the decision of the Superintendent, the Agency shall make full payment, including on any disputed invoices. Upon the Superintendent's decision relating to any disputed invoice, any necessary adjustment shall be made to the Agency's account.

# P. Execution of Agreement

The Agreement shall be signed by the Agency and returned, together with a Certificate of Authorization attesting that the signatories are authorized to execute binding agreements on behalf of the Agency.

#### Q. Binding Effect of Agreement

This Agreement shall be binding when it has been fully executed by all the parties thereto. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and shall be in full force and effect upon proper execution by all parties.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the date first above written.

AGENCY Department of Parks and Recreation	CONTRACTOR DEPARTMENT OF EDUCATION
Michele K. Nekota	Its Superintendent, Katherine, S. Matayoshi Kathryn J. Matayoshi
June 4, 2015 Date	JUN - 9 2015  Date

APPROVED AS TO FORM AND LEGALITY:

Page 6 of 9

### **SCOPE OF SERVICES**

#### The Contractor shall:

- Provide breakfast, lunch meals and/or snacks to the Agency only on days the Department of Education is in operation. Contractor shall provide meal schedule to each Agency site coordinator. Contractor reserves the right to change the meal schedule.
- Provide breakfast, lunch meals and/or snacks that comply with the nutritional standards mandated by the U.S. Department of Agriculture which administers the Child Nutrition Program.
- 3. Comply with Federal, State and local laws and maintain proper sanitation and health standards in all aspects of food service.
- 4. Invoice the Agency monthly for all meals and/or snacks ordered, picked up, and/or delivered in accordance with the following:

<b>\$5.55</b>	per student or adult lunch meal
\$2.35	per student or adult breakfast meal
\$0.75	per student or adult snack
	per meal and/or snack is added for delivery by the Contractor.
	Delivery will be provided to the Agency site at the sole
\$0.50	discretion of the Contractor and only when appropriate
	resources are available to Contractor. Provision of delivery
	service will only be considered by the Contractor for 50 or
	more meals and/or snacks per site per day.
\$0.75	per ½ pint milk

- 5. Provide and plan for, on a daily basis, the number of meals and/or snacks ordered by the Agency for each site.
- 6. Not be required to deviate from the central menus to accommodate any changes in the Agency's operation and shall not be required to deviate from normal serving procedures to accommodate Agency's operations.
- 7. Have the flexibility to alter menus or deviate from the central menus to adjust for market conditions.
- 8. Prepare and containerize (in bulk) the meals <u>and/or snacks</u> for pick-up by the Agency and/or delivery to its sites.
- Reserve the right to select the preparation site, or to move or consolidate the
  preparation sites. The Contractor shall notify the Agency at least 10 operating
  days prior to any move or consolidation.
- 10. Proper recordkeeping relating to the food services provided shall be maintained. Such recordkeeping shall include daily number of meals ordered, food production records, and monthly certificates, which are used for billing purposes. These records shall be made available for inspection within two working days upon request by the Agency.

# SPECIAL REQUIREMENTS

# The Agency shall:

- Obtain written approval from the Superintendent of Education or designee to allow the Agency to receive meal service.
- Within ten (10) working days after final execution of the Agreement, the Agency shall submit to the Contractor an application for meal service (Attachment C) for each site. Such submission shall apply for the period of the contract with allowable changes as described below.
- Notify the Contractor in writing of any changes in the number of meals and/or snacks required per site. Ten working days written notice shall be given in advance of any changes in number of meals and/or snacks required per site or if no meals and/or snacks are required. In the event no meals and/or snacks are required by the Agency, such period shall not exceed two consecutive working days unless mutually agreeable.

When the number of meals and/or snacks to be adjusted is plus or minus five (5) or less, the Agency need only orally notify the Contractor by 8:30 am, the day of meal service. When the number of meals and/or snacks to be adjusted is plus or minus six (6) or more, the Agency shall inform the Contractor in writing 10 working days in advance.

- 4. Transport daily meals and/or snacks to their listed project sites (unless otherwise agreed to by Contractor). If the Contractor's serving containers are utilized, containers must be rinsed out and returned by the next working day. If containers are not returned, services will be suspended.
- Not request the Contractor to deviate from the central menus provided by the Contractor.
- Make payment to the Contractor as follows:
  - a. The Agency shall pay the Contractor for meals and/or snacks received for that month. Payments should equal the total of the monthly billing received from the Contractor.
  - Upon receipt of the billing, the Agency shall remit payment to the Contractor within thirty (30) calendar days.
  - c In the event of a dispute on the billing, see provision O of the Agreement for the dispute resolution process.
  - d. Checks should be payable to: Department of Education
  - e. Remittances shall be mailed to:

School Food Services Branch Attn: Payments 1106 Koko Head Avenue Honolulu, HI 96816

# DEPARTMENT OF EDUCATION OFFICE OF BUSINESS SERVICES School Food Services Branch 1106 Koko Head Avenue Honolulu, HI 96816

#### ATTACHMENT C

# APPLICATION FOR MEAL SERVICE

Name of Agency		Telephone
Address		
Name of Feeding Site		
Address		
		Charter School [ ]  Child Care Food Program [ ]  Elderly Feeding (Title III) [ ]
E Mail Address		Summer Food Service Program
Type of Meal Services:		Other [ ]
Breakfast [ ] Lunch   [ ]		Projected Average Daily Participation:  Breakfast
Meal Service Time:	-	Lunch Other
Date Program Begins:		Date Program Ends:
	Date	Signature of Agency Representative
	Title	Print Name of Agency Representative
FOR SFS OFFICE ONLY	′	
Recommendation:		Name of School to Provide Meal Service:
Approved Disapproved	[ ] [ ] Date	
Approved Disapproved	[ ]	Signature of School Principal
	Date	
		Superintendent of Education the Agency requesting meals for each site. SFS Branch

reserves the right to select the preparation kitchen per Attachment A, It Item 9.